



City of Bellevue
Bellevue, WA 98004

Small Public Works Invitation to Quote

For Projects Estimated Under \$35,000

Quote Information: ITQ #: 10145 Project Name: Cougar Mountain #3 Perimeter Fence Site Location: Adjacent to home at 17615 SE Cougar Mt. Dr., Belle... Date Issued: 05/20/2010 Quotes Accepted Until: 06/03/2010 @ 3:00 p.m. Project Information: Project Manager Estimate: \$30,000.00 Project Manager: Dan Jackson Department: Utilities BSC - 636 Phone #: 425-452- Website: www.bellevuewa.gov Grant Money Involved: No - Within 10 ft. of Olympic Pipeline? No	Quote Submittal Delivery Method Options: There is not a formal public bid opening following the quote deadline. Quote results will be available on the City of Bellevue website at www.bellevuewa.gov , "Find", "Bid Information", "Bids/Requests for Proposals/Requests for Qualifications", change " Current Status" to "Closed Status". Send Quote (Contractor accepts responsibility for delivery method) to: Physical Address: City Hall Attention To: Julie VanWallendael 450 110th Ave. NE, Bellevue, WA 98004 Or: Email: djackson@bellevuewa.gov
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1. **TIME OF COMPLETION:** Work under this contract shall begin with Notice to Proceed from the City. Work shall be completed within 60 calendar days.
2. **PRE-BID OPTIONAL SITE-VISIT:**
The pre-bid site-visit will be at Cougar Mountain #3 Reservoir ,
Parcel adjacent to address: 17615 SE Cougar Mt Drive on 05/26/2010 at 9:00 a.m.
3. **NOTICE TO PROCEED:** Contractor shall not begin work until Project Manager gives them a Notice to Proceed.
4. **WORKING HOURS:** Working hours shall be limited to comply with Bellevue City Code: Chap. 9.18 - Noise Control, construction and related activities shall be limited to between the hours of 7:30 pm and 3:00 pm . Other time restrictions may apply to in-street activities during peak hours. Variations will be considered on a case by case basis and must be approved by the Project Manager.
5. **BONDS & RETAINAGE:** No Bid, Performance and Payment Bond are required on this project. No retainage will be required on this project.
6. **PERMITTING:** No permits are required on this project.
7. **SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA:** This criteria will apply to this project, and are included in "Attachment A". In a timely manner, Bidders may request, in writing, that the City modify or not modify any or all of the supplemental criteria in its discretion. The City reserves the right to modify any or all of the supplemental criteria. The City shall issue an Addendum, prior to the Quote Due Date, should it modify the supplemental criteria. The City shall not modify the supplemental criteria after the Quote Due Date, therefore, Bidders are encouraged to discuss with the project manager immediately and before the Quote Due Date the relevancy of the supplemental bidder criteria.

The bidder determined to be not responsible, based on these supplemental criteria, may appeal the City's

determination by providing additional information to the City within 2 business days following receipt of the City's written determination that the bidder was determined not responsible.

8. **BID AWARD:** Award shall be to the lowest responsive responsible bidder. Awarded Contractor shall have 10 business days to submit all required contract documents to the Project Manager. Contract documents shall include original Bidder Qualification Certificate, original Title VI Affidavit, original Invitation to Quote Form, and Certificate of Insurance. Failure to return these documents within this time period may deem Contractor's quote as Non-Responsive.
9. **STANDARD SPECIFICATIONS AND PLANS:** Also incorporated into the contract documents by reference are and work shall be in accordance with City of Bellevue Utilities Department General Conditions, (hereafter referred to as "Standard Specifications").

The Standard Specifications, as modified or supplemented by the Special Provisions and General Provisions, governs all Work. Deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance of the section shall continue to be in force. Contractor shall obtain copies of these publications, at Contractor's own expense. Standard Specifications can be found at the following website: <http://www.bellevuewa.gov/7158.htm>.

10. **PREVAILING WAGES & BENEFIT CODE KEY:** Per the requirements of Chapter 39.12 RCW, this project is subject to prevailing wages. No worker, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician. The schedule of prevailing rates for this contract is attached hereto and by reference is made a part of this contract as though fully set forth herein; see Attachment C.
11. Prior to making any payments under this contract, the City must receive a certified copy of the "Statement of Intent to pay Prevailing Wages on Public Works Contracts" from the Prime Contractor, all sub-Contractors, and lower tier Contractors, along with the Department of Labor and Industries.
12. It is the Contractor's responsibility to obtain and file the statement. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Prime Contractor, all subcontractors, and all lower tier Contractors. Following the final acceptance of services rendered, the Contractor shall submit an approved "Affidavit of Wages Paid", which must be certified by the Industrial Statistician of the Department of Labor and Industries.
13. **QUOTE FORM:** All Quotes shall be submitted on the Quote Proposal Form enclosed herein.
14. **QUOTE PRICE:** The Quote shall include everything necessary for the prosecution and completion of the Contract including, but not limited to, overhead, furnishing all material, labor, equipment and Subcontractors, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the Contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern. The Bellevue tax rate shall prevail over any calculated tax provided on the Invitation to Quote Form. If tax is calculated improperly, Bellevue shall utilize the Bellevue tax rate and calculate accordingly.
15. Prices set forth in the Quote will be reviewed by the City for mathematical accuracy. The City reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Quote. In the event of a discrepancy between a unit price and the extended amount for a quote item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the quote items for evaluation and award purposes.
16. **NEW OR USED:** All equipment utilized shall be of new manufacture, unless otherwise specifically stated or called for in the Quote Documents.
17. **SIGNATURES:** Quotes shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed. If a Quote or Contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of Bidder, upon request of Bellevue. An

authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.

18. **INCURRED COSTS:** Bellevue is not liable in any way for any costs incurred by respondents in replying to this request.

19. **BUSINESS LICENSE:** Contractors awarded a Bellevue Contract are responsible for compliance with the Bellevue Municipal Code regarding possession of a Bellevue business license.

20. **PAYMENT:** The Contractor shall be paid within 30 days following the City's receipt, and approval, of a detailed invoice for services rendered. The invoice must state the Company Name, Project Name, Services Rendered, Dates Rendered, and Location of work billed.

Sales tax shall be charged *only* for the cost of materials, equipment, or supplies used or consumed in the process of performing the work (included in the quoted unit prices), not on the total cost of the contract. WAC 458-20-171.

22. **MOBILIZATION:** Mobilization, Traffic Control, Property Restoration, disposal, and all other incidental charges shall be included in the Invitation to Quote Form.

23. **PROSECUTION AND PROGRESS:** Upon receipt of the Notice to Proceed, the Contractor shall submit a schedule indicating the dates and duration's when this work will take place. The Contractor shall notify the Project Manager in advance of starting work and before each work day thereafter.

24. **NON-COLLUSION:** Submittal and signature of a Quote swears that the Quote is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

25. **NON-SEGREGATED FACILITIES:** Contractor agrees that the company does not maintain or provide for employees any segregated facilities, and that the Contractor does not allow employees to perform services at any such facility. Contractors agree that a breach of this shall constitute a Contract violation.

26. **BUSINESS REGISTRATION & TAXATION:** The Contractor awarded this contract will be subject to City of Bellevue business registration and business taxation as presented in Chapter 4.02 and 4.08 of the Bellevue City Code. Every business operating in the City of Bellevue must be registered with the City's Treasury & Tax Division and file business and occupation (B&O) tax returns. This includes businesses located in the City limits of Bellevue and those coming into Bellevue to do business. Questions may be directed to the City's Treasury & Tax Division at (425) 452-6851.

27. The City of Bellevue reserves the right to reject any and all quotes and to waive irregularities and informalities in the bidding process. No bidder may withdraw their bid for a period of sixty (60) days after the date and time set for the opening thereof.

28. **LEGAL FEES:** In any lawsuit between the parties with respect to the matters covered by the agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and cost incurred in the lawsuit, in addition to any other relief it may be awarded.

29. **FORCE ACCOUNT** - A force account is a line item in a bid, and in the estimate, that has a fixed dollar amount. The terms of the contract, or of a change order, may call for work or material to be paid for by force account. If so, then the objective is to reimburse the Contractor for all costs associated with the work, including cost of labor, small tools, supplies, equipment, specialized services, materials, applicable taxes and overhead and to include a profit commensurate with these costs. The items included within this line item can only be used when the work has been pre-authorized by the City. The force account is only an estimate and is not a guarantee that the City will actually execute or utilize any or all of the force account dollars. The most popular items to use for a force account, from the WSDOT Standard Specifications, are "property restoration", "roadside cleanup", and "potholing".

30. **SHARED PROCUREMENT PORTAL:** All bidders shall be required to be approved on the Small Public Works Roster before quote submittal due date. Any bidders not approved on the roster before the quote due date shall be considered non-responsive. The City has the option to only solicit a minimum of 3 quotes when a project is estimated between \$5,000 - \$35,000.

BIDDER'S CHECKLIST

The first three (3) forms listed below, provided herein, must be executed by **ALL BIDDERS** and submitted at due date and time. Not submitting these forms at time of due date and time may deem your quote as non-responsive

☐ **BIDDER'S QUALIFICATION CERTIFICATE**

To be completed, signed and submitted. The City reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

☐ **BIDDER'S AFFIDAVIT OF TITLE VI COMPLIANCE**

To be completed, signed and submitted.

☐ **INVITATION TO QUOTE FORM**

To be completed, signed and submitted. When applicable, the unit prices must be shown in the spaces provided. Bidders must bid on all items contained in the Invitation to Quote Form. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

The following forms, provided herein, to be completed by the **SUCCESSFUL** bidder.

☐ **CERTIFICATE OF INSURANCE**

Successful bidder shall be required to obtain and submit a certificate of insurance with coverage as required in this Invitation to Quote.

☐ **CITY OF BELLEVUE BUSINESS LICENSE**

Successful bidder shall be required to obtain a City of Bellevue business license.

☐ **SMALL PUBLIC WORK CONTRACT- Sample Attached**

To be signed by the successful bidder. When a project is under \$20,000 and of low risk the Project Manager may choose to issue a PO in lieu of executing a small public work contract with successful bidder.

INVITATION TO QUOTE FORM
Cougar Mountain #3 Perimeter Fence

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME:

PROJECT NAME:

Cougar Mountain #3 Perimeter Fence

ADDENDA ACKNOWLEDGED:

Line Item	Unit Description	Qty	Unit	Unit Price	Extended Price
Pe...	Four gates and perimeter fencing	1	lump sum		
Sum of line items:					
9.5% Sales Tax:					
Subtotal:					
Force Account:					N/A
Total:					

INVITATION TO QUOTE FORM (Continued)
Cougar Mountain #3 Perimeter Fence

Pursuant to and in compliance with your Invitation to Quote Form, and all other documents relating thereto, the undersigned hereby certifies that Contractor has examined the location(s) for the construction of Cougar Mountain #3 Perimeter Fence in Bellevue, Washington, and that Contractor has read and thoroughly understands the terms of the contract and the cost to complete work at the place where the work is to be done, and that Contractor proposes and agrees to perform the contract, within the time stipulated, including all of its component parts, and to provide and furnish any and all labor, materials, tools, expendable equipment, intents and affidavits of prevailing wages paid, utility and transportation services necessary to perform the complete contract, in a workmanlike manner, and as required by and in strict conformance with the Standard Specifications, Addenda and Plans.

- The Invitation to Quote Form must be signed.
- Use ink and print legibly.
- Unit prices are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

All Bidders must complete and submit this form

Company Name: _____

Signature: _____

Address: _____

Telephone: _____

Washington State Contractor License #: _____

City Of Bellevue License #: _____

Attest: (If Corporation)

By: _____

(Signature)

Title: _____

Witness: (if Individual or Partnership)

By: _____

(Signature)

Title: _____

CONTRACTOR SIGNATURE

All Bidders Must Complete, Sign The Invitation to Quote In The Space Provided Above And Submit This Form.

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address _____

2. State of Washington Registration
UBI # _____ Expires: ____/____/____
mo day yr

3. Number of years in contracting business under present name: _____

4. City of Bellevue Business License # _____ (required prior to start of contract).

5. Company Federal ID #. _____

6. State of Washington Contractor's License #: _____

7. Particular types of construction work performed by your company:

8. List several recent construction projects performed:

Amount	Type	Owner	Name	Phone

9. Gross amount of contracts now in hand \$ _____

10. Bank Reference(s):

Name	Address	Account Type

By: _____
(Authorized Signature)

Title: _____

11. Choose one of the following:

- ☐ Bidder has industrial insurance coverage for employees working in Washington as required in Title 51 RCW: or
- ☐ Bidder is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW:

12. Choose one of the following:

- ☐ Bidder's Washington Employment Security Department registration number is: _____
- ☐ Bidder is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

13. Choose one of the following:

- ☐ Bidder's Washington State Department of Revenue registration number is : _____; or
- ☐ Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW:

14. Bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or under RCW 36.12.065.

I am the _____ (title of Bidder), have authority to bind Bidder, am over the age of 18 and have personal knowledge of the facts set forth above.

Dated this _____ day of _____, 2010 at

_____ (City), Washington.

By: _____
Authorized Signature

Printed Name

CONTRACTOR SIGNATURE

All Bidders Must Complete and Sign In The Space Provided Above And Submit This Form.

AFFIDAVIT OF TITLE VI COMPLIANCE

TITLE VI - NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS:

- SEC. 601. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- SEC. 602. Each Federal department and agency which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of section 601 with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives of the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected (1) by the termination of or refusal to grant or to continue assistance under such program or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made and, shall be limited in its effect to the particular program, or part thereof, in which such non-compliance has been so found, or (2) by any other means authorized by law: Provided, however, That no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with the requirement and has determined that compliance cannot be secured by voluntary means. In the case of any action terminating, or refusing to grant or continue, assistance because of failure to comply with a requirement imposed pursuant to this section, the head of the federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until thirty days have elapsed after the filing of such report.
- SEC. 603. Any department or agency action taken pursuant to section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action, not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon a finding of failure to comply with any requirement imposed pursuant to section 602, any person aggrieved (including any State or political subdivision thereof and any agency of either) may obtain judicial review of such action in accordance with section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.
- SEC. 604. Nothing contained in this title shall be construed to authorize action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the Federal financial assistance is to provide employment.
- SEC. 605. Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which Federal financial assistance is extended by way of a contract of insurance or guaranty.

PART 1 – TITLE VI PROCEDURAL INFORMATION

1. **APPLICATIONS:** The following materials pertain to the regulations relative to nondiscrimination if Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21. All contractors, subcontractors, consultants, suppliers and manufacturers who contract with the City must Comply with these requirements.
2. **AFFIDAVIT:** Before being considered for a contract, all contractors, etc. will be required to submit the Affidavit of Title VI Compliance as part of their proposal or upon request of the Purchasing Manager.
3. **COMPLIANCE:** The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit. The contractors, etc. will be asked for a specific demonstration of compliance with the requirements.
4. **NON-COMPLIANCE:** A finding of non-compliance may be considered a breach of contract and suspension or termination of a contract may follow.
5. **CITY CONTACT:** The City's Compliance Officer is the Purchasing Manager, and specific question pertaining to this section may be directed to the Purchasing Division at (425)452-7246.

PART 2 – ASSURANCES FOR CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

1. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made part of this contract.
2. **NONDISCRIMINATION:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations.
3. **SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiations made by the contractor for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor's obligations under this contract and the Regulations relative to the nondiscrimination on the ground of race, color, sex, or national origin.
4. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is an exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **SANCTIONS FOR NONCOMPLIANCES:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **INCORPORATION OF PROVISIONS:** The contractor shall include in provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor hereby certifies that during the performance of this contract it agrees to comply with these assurances.

By: _____
(Authorized Signature)

Title: _____

Date: _____

END, AFFIDAVIT OF TITLE VI COMPLIANCE

ATTACHMENT "A"
SUPPLEMENTAL RESPONSIBLE BIDDER CRITERIA & SCOPE OF WORK & SPECIFICATIONS
Cougar Mountain #3 Perimeter Fence

Supplemental Bidder's Criteria:

Scope of Work:

COUGAR MT # 3 RESERVOIR & BOOSTER PUMP STATION SITE FENCING

CONTRACTOR RESPONSIBILITIES-

- 1) The Contractor shall provide all supervision, labor, equipment, technical expertise and service operations to complete the project. All services performed shall be guaranteed as specified.
- 2) A schedule of work progression shall be submitted to the City of Bellevue for approval.
- 3) All work, at all times, shall be performed under the direction of a qualified supervisor.
- 4) All work shall be performed between the hours of 7:30am and 3:00pm, Monday - Friday, excluding holidays recognized by the City of Bellevue, when no work shall be performed.
- 5) All work shall conform to Bellevue City Code, Chapter 9.18, "Noise Control". The Contractor shall ensure that all Contractor personnel comply with all relevant OSHA, WISHA and Bellevue City Code safety regulations at all times they are on the project sites.
- 6) A designated City of Bellevue representative shall have sole authority to approve all phases of the project including quality of work and shall not authorize payment until, in his or her opinion; the work has been satisfactorily completed.

Work sites:

Cougar Mt # 3 Reservoir and Booster Pump Station site. - The site is adjacent to the home at: 17615 SE Cougar Mt. Drive. The Reservoir site shares a common private paved driveway off of SE Cougar Mt. Drive. Street Directions: From 1-90 east or west bound, Exit at Lakemont Blvd SE and go south, uphill to top of hill and past Bellevue Fire Station. At Cougar Mt Way SE intersection, turn left onto Cougar Mt. Way SE. Climb hill and as you drive toward the Open Window School, the street changes names to 168th Place SE. As the road turns to the right at the Open Window School, the street name changes again to SE SO" Street. Go two blocks and turn right and uphill to SE Cougar Mt. Drive. Continue up SE Cougar Mt. Drive until the private Driveway and sign on the right for House # 17615 is seen. Go up the private paved driveway to the House # 17615 and to the existing reservoir site entrance with a Pipe Gate across the driveway.

Water Reservoir Site Fencing

The Cougar Mt # 3 Reservoir and Booster Pump Station site shall have a new perimeter chain link fence installed along three sides of the site perimeter. The fence line will be cleared as marked in the field and as directed by the City's Representative. Clearing will be a minimum of 2 feet wide and 8-feet high along the new fence alignment. Marked Property corners shall be preserved and must not be disturbed.

The new fence shall connect to the existing chain link fence along the west margin of the site and include four new gates: 3 each 16" foot gates (double) and a 13 foot wide gate (double) all with removable center posts. The fencing shall be black vinyl coated 6 foot high chain link fence with top and bottom rails.

All work and materials shall be in accordance with Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, 2008, M 41-10, and shall meet the following sections:

Clearing, Grubbing and Roadside Cleanup

Concrete

Chain Link Fence and Wire Fence

Chain link Fence and Gates

WSDOT Standard Plans

Section 2.01

Section 6-02 Commercial Concrete

Section 8-12 Type 1 with Top and Bottom Rails

Section 9-16.1

Chain Link Fence Type 1 (similar to Standard Plan L- 20.10-00 with top and bottom rail tubes)

And; Chain Link Gate Standard Plan L-30.10-00 (28 foot gate is similar to Double Gate but includes a removable center post)

Chain link fence fabric shall be 9-gauge. vinyl coating on the steel wire will bring the wire size to 8-gauge per the Standard Specifications. Tension Rods shall be galvanized steel rods in accordance with the Standard Specifications. Gates shall be assembled from welded steel Tube or Pipe. Line Posts, angle posts and gate posts shall all be set in commercial concrete per the Standard Specifications. Driving of new posts is not permitted.

No visible debris shall remain on the project sites, but shall be removed and disposed off site.

Sanitary Facilities:

The City of Bellevue Reservoir and Water Tanks sites do not have toilets, or sanitary facilities. The Contactor

shall provide his work crews with sanitary facilities as required by law. The Contractor will not have access into the City of Bellevue's Water Booster Pump Station facility.

Time of Completion:

All work shall be completed within 60 calendar days of the notice to proceed.

Attachment #1 - Site drawing

Specifications:

Cougar mountain fencing

Gate 1 16'

Gate 2 13'

Gate 3 16'

Gate 4 16'

				Distance		Gate Size	
				Section	Feet	Inches	Feet
Corner 1	to	Corner 2	1	60	8		
Corner 2	to	Corner 3	2	75	8		
Corner 3	to	Corner 4	3	28	8		
Corner 4	to	Corner 5	Gate 1			16'	
Corner 5	to	Corner 6	5	15	2		
Existing cage							
Corner 7	to	Corner 8	Gate 2			13'	
Existing cage							
Corner 9	to	Corner 10	5	21	8		
Corner 10	to	Corner 11	6	61	8		
Corner 11	to	Corner 12	Gate 3			16'	
Corner 12	to	Corner 13	7	34	4		
Corner 13	to	Corner 14	8	152	7		
Corner 14	to	Corner 15	9	298	7		
Corner 15	to	Corner 16	10	13	5		
Corner 16	to	Corner 17	Gate 4			16'	
Corner 17	to	Corner 18	11	11	0		
				Feet	Inches		
Total fencing - ft/in				773	5		

ATTACHMENT "B"
INSURANCE REQUIREMENTS
Cougar Mountain #3 Perimeter Fence

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance:

- Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/
\$2,000,000 annual aggregate.
- Business Automobile Liability Coverage with limits not less than \$1,000,000 per accident for any auto.
- Stop Gap/Employer's Liability coverage with limits not less than \$1,000,000 per accident/disease.
- Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Additional Insurance: N/A

C. Self-Insured Retentions:

Self-insured retentions must be declared to and approved by the City.

D. Other Provisions:

Commercial General Liability policies must be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be cancelled except after 30 (thirty) days' written notice has been given to the City.

E. Acceptability of Insurers:

Insurance shall be placed with insurers with a rating acceptable to the City.

F. Verification of Coverage:

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors:

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

Attachment "C"

Small Public Works Contract Prevailing Wage Rate Requirements

The schedule of prevailing wage rates and the benefit code key for the County where the Contract will be performed is attached hereto and by this reference made a part of the Contract as though fully set forth herein.

Prevailing Wage rate for public works contracts are published on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. The prevailing wage rate in effect on the bid opening date are the prevailing wage rates that apply to that project, no matter how long it lasts, unless the contract is awarded more than six months after the bids were due. For those contracts where award was delayed more than six months, the prevailing wage rate in effect on the date of the award shall apply for the duration of the contract.

Intents and Affidavits

Public works contracts require that each and every Contractor, Sub-Contractor and Lower Tier Contractors ("Contractors") on the project file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) Public Works contract form. Contractors are responsible for filing all forms with L&I and shall be responsible for paying all filing fees. The forms are filed with L&I and, once they are approved, are submitted by the Contractors to the City. There is no minimum dollar contract amount. That is, Intent and Affidavit forms are required for every public works contract regardless of the size of the contract.

The Intent form is filed immediately after the contract is awarded and before work begins, if that is possible. The City **shall not** make any payments until Contractors have submitted an Intent form that has been approved by the Industrial Statistician.

The Affidavit form is not filed until after all the work is completed. The City **shall not** release final payment until all Contractors have submitted an Affidavit form that has been certified by the industrial statistician.

For additional information, contact:

State of Washington
Department of Labor and Industries
Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540
<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

KING COUNTY
EFFECTIVE 3-03-2010

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$40.03	1H	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$56.53	1C	5N	
BRICK MASON				
BRICK AND BLOCK FINISHER	\$39.49	1M	5A	
JOURNEY LEVEL	\$46.35	1M	5A	
BUILDING SERVICE EMPLOYEES				
JANITOR	\$17.98	2F	5S	
TRAVELING WAXER/SHAMPOOER	\$18.39	2F	5S	
WINDOW CLEANER (NON-SCAFFOLD)	\$22.65	2F	5S	
WINDOW CLEANER (SCAFFOLD)	\$23.51	2F	5S	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$16.67	1		
CARPENTERS				
ACOUSTICAL WORKER	\$48.60	1H	5D	
BRIDGE, DOCK AND WARF CARPENTERS	\$48.47	1H	5D	
CARPENTER	\$48.47	1H	5D	
CREOSOTED MATERIAL	\$48.57	1H	5D	
DRYWALL APPLICATOR	\$48.74	1H	5D	
FLOOR FINISHER	\$48.60	1H	5D	
FLOOR LAYER	\$48.60	1H	5D	
FLOOR SANDER	\$48.60	1H	5D	
MILLWRIGHT AND MACHINE ERECTORS	\$49.47	1H	5D	
PILEDRIERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	\$48.67	1H	5D	
SAWFILER	\$48.60	1H	5D	
SHINGLER	\$48.60	1H	5D	
STATIONARY POWER SAW OPERATOR	\$48.60	1H	5D	
STATIONARY WOODWORKING TOOLS	\$48.60	1H	5D	
CEMENT MASONS				
JOURNEY LEVEL	\$49.15	1M	5D	
DIVERS & TENDERS				
DIVER	\$100.28	1M	5D	8A
DIVER ON STANDBY	\$56.68	1M	5D	
DIVER TENDER	\$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR	\$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR TENDER	\$48.85	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$49.57	1T	5D	8L
ASSISTANT MATE (DECKHAND)	\$49.06	1T	5D	8L
BOATMEN	\$49.57	1T	5D	8L
ENGINEER WELDER	\$49.62	1T	5D	8L

KING COUNTY
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(See Benefit Code Key)					
<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	<u>Over</u> <u>Time</u> <u>Code</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>	
LEVERMAN, HYDRAULIC	\$51.19	1T	5D	8L	
MAINTENANCE	\$49.06	1T	5D	8L	
MATES	\$49.57	1T	5D	8L	
OILER	\$49.19	1T	5D	8L	
DRYWALL TAPERS					
JOURNEY LEVEL	\$48.79	1E	5P		
ELECTRICAL FIXTURE MAINTENANCE WORKERS					
JOURNEY LEVEL	\$25.34	1E	5L		
ELECTRICIANS - INSIDE					
CABLE SPICER	\$61.95	2W	5L		
CABLE SPICER (TUNNEL)	\$66.57	2W	5L		
CERTIFIED WELDER	\$59.85	2W	5L		
CERTIFIED WELDER (TUNNEL)	\$64.25	2W	5L		
CONSTRUCTION STOCK PERSON	\$31.83	2W	5L		
JOURNEY LEVEL	\$57.74	2W	5L		
JOURNEY LEVEL (TUNNEL)	\$61.95	2W	5L		
ELECTRICIANS - MOTOR SHOP					
CRAFTSMAN	\$15.37	2A	6C		
JOURNEY LEVEL	\$14.69	2A	6C		
ELECTRICIANS - POWERLINE CONSTRUCTION					
CABLE SPICER	\$59.79	4A	5A		
CERTIFIED LINE WELDER	\$54.59	4A	5A		
GROUNDPERSON	\$39.07	4A	5A		
HEAD GROUNDPERSON	\$41.22	4A	5A		
HEAVY LINE EQUIPMENT OPERATOR	\$54.59	4A	5A		
JACKHAMMER OPERATOR	\$41.22	4A	5A		
JOURNEY LEVEL LINEPERSON	\$54.59	4A	5A		
LINE EQUIPMENT OPERATOR	\$46.32	4A	5A		
POLE SPRAYER	\$54.59	4A	5A		
POWDERPERSON	\$41.22	4A	5A		
ELECTRONIC TECHNICIANS					
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$31.00	1			
ELEVATOR CONSTRUCTORS					
MECHANIC	\$67.91	4A	6Q		
MECHANIC IN CHARGE	\$73.87	4A	6Q		
FABRICATED PRECAST CONCRETE PRODUCTS					
ALL CLASSIFICATIONS	\$13.60	2K	5B		
FENCE ERECTORS					
FENCE ERECTOR	\$15.18	1			
FLAGGERS					
JOURNEY LEVEL	\$33.93	1H	5D		
GLAZIERS					
JOURNEY LEVEL	\$48.61	1Y	5G		
HEAT & FROST INSULATORS AND ASBESTOS WORKERS					
MECHANIC	\$50.28	1S	5J		
HEATING EQUIPMENT MECHANICS					
MECHANIC	\$59.32	1E	6L		
HOD CARRIERS & MASON TENDERS					
JOURNEY LEVEL	\$41.28	1H	5D		
INDUSTRIAL ENGINE AND MACHINE MECHANICS					
MECHANIC	\$15.65	1			

KING COUNTY
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<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.24	1		
INLAND BOATMEN				
CAPTAIN	\$48.39	1K	5B	
COOK	\$45.36	1K	5B	
DECKHAND	\$45.36	1K	5B	
ENGINEER/DECKHAND	\$46.25	1K	5B	
MATE, LAUNCH OPERATOR	\$47.35	1K	5B	
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$31.49	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$24.91	1		
TECHNICIAN	\$19.33	1		
TV TRUCK OPERATOR	\$20.45	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$48.47	1M	5D	
IRONWORKERS				
JOURNEY LEVEL	\$54.27	1O	5A	
LABORERS				
ASPHALT RAKER	\$41.28	1H	5D	
BALLAST REGULATOR MACHINE	\$40.03	1H	5D	
BATCH WEIGHMAN	\$33.93	1H	5D	
BRUSH CUTTER	\$40.03	1H	5D	
BRUSH HOG FEEDER	\$40.03	1H	5D	
BURNERS	\$40.03	1H	5D	
CARPENTER TENDER	\$40.03	1H	5D	
CASSION WORKER	\$41.28	1H	5D	
CEMENT DUMPER/PAVING	\$40.77	1H	5D	
CEMENT FINISHER TENDER	\$40.03	1H	5D	
CHANGE-HOUSE MAN OR DRY SHACKMAN	\$40.03	1H	5D	
CHIPPING GUN (OVER 30 LBS)	\$40.77	1H	5D	
CHIPPING GUN (UNDER 30 LBS)	\$40.03	1H	5D	
CHOKER SETTER	\$40.03	1H	5D	
CHUCK TENDER	\$40.03	1H	5D	
CLEAN-UP LABORER	\$40.03	1H	5D	
CONCRETE DUMPER/CHUTE OPERATOR	\$40.77	1H	5D	
CONCRETE FORM STRIPPER	\$40.03	1H	5D	
CONCRETE SAW OPERATOR	\$40.77	1H	5D	
CRUSHER FEEDER	\$33.93	1H	5D	
CURING LABORER	\$40.03	1H	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED MATERIALS)	\$40.03	1H	5D	
DITCH DIGGER	\$40.03	1H	5D	
DIVER	\$41.28	1H	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	\$40.77	1H	5D	
DRILL OPERATOR, AIRTRAC	\$41.28	1H	5D	
DUMPMAN	\$40.03	1H	5D	
EPOXY TECHNICIAN	\$40.03	1H	5D	
EROSION CONTROL WORKER	\$40.03	1H	5D	
FALLER/BUCKER, CHAIN SAW	\$40.77	1H	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$30.84	1H	5D	

KING COUNTY
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(See Benefit Code Key)				
<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	<u>Over</u> <u>Time</u> <u>Code</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>
FINE GRADERS	\$40.03	1H	5D	
FIRE WATCH	\$33.93	1H	5D	
FORM SETTER	\$40.03	1H	5D	
GABION BASKET BUILDER	\$40.03	1H	5D	
GENERAL LABORER	\$40.03	1H	5D	
GRADE CHECKER & TRANSIT PERSON	\$41.28	1H	5D	
GRINDERS	\$40.03	1H	5D	
GROUT MACHINE TENDER	\$40.03	1H	5D	
GUARDRAIL ERECTOR	\$40.03	1H	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$41.28	1H	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$40.77	1H	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$40.03	1H	5D	
HIGH SCALER	\$41.28	1H	5D	
HOD CARRIER/MORTARMAN	\$41.28	1H	5D	
JACKHAMMER	\$40.77	1H	5D	
LASER BEAM OPERATOR	\$40.77	1H	5D	
MANHOLE BUILDER-MUDMAN	\$40.77	1H	5D	
MATERIAL YARDMAN	\$40.03	1H	5D	
MINER	\$41.28	1H	5D	
NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR & WATER ON CONCRETE & ROCK, SANDBLAST, GUNITE, SHOTCRETE, WATER BLASTER	\$40.77	1H	5D	
PAVEMENT BREAKER	\$40.77	1H	5D	
PILOT CAR	\$33.93	1H	5D	
PIPE POT TENDER	\$40.77	1H	5D	
PIPE RELINER (NOT INSERT TYPE)	\$40.77	1H	5D	
PIPELAYER & CAULKER	\$40.77	1H	5D	
PIPELAYER & CAULKER (LEAD)	\$41.28	1H	5D	
PIPEWRAPPER	\$40.77	1H	5D	
POT TENDER	\$40.03	1H	5D	
POWDERMAN	\$41.28	1H	5D	
POWDERMAN HELPER	\$40.03	1H	5D	
POWERJACKS	\$40.77	1H	5D	
RAILROAD SPIKE PULLER (POWER)	\$40.77	1H	5D	
RE-TIMBERMAN	\$41.28	1H	5D	
RIPRAP MAN	\$40.03	1H	5D	
RODDER	\$40.77	1H	5D	
SCAFFOLD ERECTOR	\$40.03	1H	5D	
SCALE PERSON	\$40.03	1H	5D	
SIGNALMAN	\$40.03	1H	5D	
SLOPER (OVER 20")	\$40.77	1H	5D	
SLOPER SPRAYMAN	\$40.03	1H	5D	
SPREADER (CLARY POWER OR SIMILAR TYPES)	\$40.77	1H	5D	
SPREADER (CONCRETE)	\$40.77	1H	5D	
STAKE HOPPER	\$40.03	1H	5D	
STOCKPILER	\$40.03	1H	5D	
TAMPER & SIMILAR ELECTRIC, AIR & GAS	\$40.77	1H	5D	
TAMPER (MULTIPLE & SELF PROPELLED)	\$40.77	1H	5D	
TOOLROOM MAN (AT JOB SITE)	\$40.03	1H	5D	
TOPPER-TAILER	\$40.03	1H	5D	
TRACK LABORER	\$40.03	1H	5D	
TRACK LINER (POWER)	\$40.77	1H	5D	

KING COUNTY
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***** (See Benefit Code Key)				
<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	<u>Over</u> <u>Time</u> <u>Code</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>
TRUCK SPOTTER	\$40.03	1H	5D	
TUGGER OPERATOR	\$40.77	1H	5D	
VIBRATING SCREED (AIR, GAS, OR ELECTRIC)	\$40.03	1H	5D	
VIBRATOR	\$40.77	1H	5D	
VINYL SEAMER	\$40.03	1H	5D	
WELDER	\$40.03	1H	5D	
WELL-POINT LABORER	\$40.77	1H	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER & TOPMAN	\$40.03	1H	5D	
PIPE LAYER	\$40.77	1H	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$13.56	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$28.17	1		
LANDSCAPING OR PLANTING LABORERS	\$17.87	1		
LATHERS				
JOURNEY LEVEL	\$48.74	1H	5D	
MARBLE SETTERS				
JOURNEY LEVEL	\$46.35	1M	5A	
METAL FABRICATION (IN SHOP)				
FITTER	\$15.86	1		
LABORER	\$9.78	1		
MACHINE OPERATOR	\$13.04	1		
PAINTER	\$11.10	1		
WELDER	\$15.48	1		
MODULAR BUILDINGS				
CABINET ASSEMBLY	\$11.56	1		
ELECTRICIAN	\$11.56	1		
EQUIPMENT MAINTENANCE	\$11.56	1		
PLUMBER	\$11.56	1		
PRODUCTION WORKER	\$9.40	1		
TOOL MAINTENANCE	\$11.56	1		
UTILITY PERSON	\$11.56	1		
WELDER	\$11.56	1		
PAINTERS				
JOURNEY LEVEL	\$34.87	2B	6Z	
PLASTERERS				
JOURNEY LEVEL	\$46.63	1R	5B	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	\$8.55	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$66.44	1G	5A	
POWER EQUIPMENT OPERATORS				
ASPHALT PLANT OPERATOR	\$50.39	1T	5D	8P
ASSISTANT ENGINEERS	\$47.12	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 50 METRIC TONS TO 90 METRIC TONS	\$50.94	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 90 METRIC TONS	\$51.51	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, OVER 30 METRIC TONS TO 50 METRIC TONS	\$50.39	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS UNDER 15 METRIC TONS	\$49.48	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS: 15 TO 30 METRIC TONS	\$49.90	1T	5D	8P
BARRIER MACHINE (ZIPPER)	\$49.90	1T	5D	8P

KING COUNTY
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<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
BATCH PLANT OPERATOR, CONCRETE	\$49.90	1T	5D	8P
BELT LOADERS (ELEVATING TYPE)	\$49.48	1T	5D	8P
BOBCAT (SKID STEER)	\$47.12	1T	5D	8P
BROKK-REMOTE DEMOLITION EQUIPMENT	\$47.12	1T	5D	8P
BROOMS	\$47.12	1T	5D	8P
BUMP CUTTER	\$49.90	1T	5D	8P
CABLEWAYS	\$50.39	1T	5D	8P
CHIPPER	\$49.90	1T	5D	8P
COMPRESSORS	\$47.12	1T	5D	8P
CONCRETE FINISH MACHINE - LASER SCREED	\$47.12	1T	5D	8P
CONCRETE PUMPS	\$49.48	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT	\$49.90	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT OVER 42 METERS	\$50.39	1T	5D	8P
CONVEYORS	\$49.48	1T	5D	8P
CRANE, FRICTION 100 TONS THROUGH 199 TONS	\$51.51	1T	5D	8P
CRANE, FRICTION OVER 200 TONS	\$52.07	1T	5D	8P
CRANES, THRU 19 TONS, WITH ATTACHMENTS	\$49.48	1T	5D	8P
CRANES, 20 - 44 TONS, WITH ATTACHMENTS	\$49.90	1T	5D	8P
CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATACHMENTS)	\$50.39	1T	5D	8P
CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$50.94	1T	5D	8P
CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$51.51	1T	5D	8P
CRANES, A-FRAME, 10 TON AND UNDER	\$47.12	1T	5D	8P
CRANES, A-FRAME, OVER 10 TON	\$49.48	1T	5D	8P
CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS	\$52.07	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)	\$49.90	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)	\$50.39	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (100 TONS & OVER)	\$50.94	1T	5D	8P
CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM	\$50.94	1T	5D	8P
CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM	\$51.51	1T	5D	8P
CRUSHERS	\$49.90	1T	5D	8P
DECK ENGINEER/DECK WINCHES (POWER)	\$49.90	1T	5D	8P
DERRICK, BUILDING	\$50.39	1T	5D	8P
DOZER, QUAD 9, D-10, AND HD-41	\$50.39	1T	5D	8P
DOZERS, D-9 & UNDER	\$49.48	1T	5D	8P
DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT	\$49.48	1T	5D	8P
DRILLING MACHINE	\$49.90	1T	5D	8P
ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE	\$47.12	1T	5D	8P
EQUIPMENT SERVICE ENGINEER (OILER)	\$49.48	1T	5D	8P
FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP	\$49.90	1T	5D	8P
FORK LIFTS, (3000 LBS AND OVER)	\$49.48	1T	5D	8P
FORK LIFTS, (UNDER 3000 LBS)	\$47.12	1T	5D	8P
GRADE ENGINEER	\$49.90	1T	5D	8P
GRADECHECKER AND STAKEMAN	\$47.12	1T	5D	8P
GUARDRAIL PUNCH	\$49.90	1T	5D	8P
HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS	\$49.48	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL LOCATOR	\$49.48	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL OPERATOR	\$49.90	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (10 TON & UNDER)	\$47.12	1T	5D	8P

KING COUNTY
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***** (See Benefit Code Key) *****				
Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
HYDRALIFTS/BOOM TRUCKS (OVER 10 TON)	\$49.48	1T	5D	8P
LOADERS, OVERHEAD (6 YD UP TO 8 YD)	\$50.39	1T	5D	8P
LOADERS, OVERHEAD (8 YD & OVER)	\$50.94	1T	5D	8P
LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	\$49.90	1T	5D	8P
LOCOMOTIVES, ALL	\$49.90	1T	5D	8P
MECHANICS, ALL	\$50.94	1T	5D	8P
MIXERS, ASPHALT PLANT	\$49.90	1T	5D	8P
MOTOR PATROL GRADER (FINISHING)	\$50.39	1T	5D	8P
MOTOR PATROL GRADER (NON-FINISHING)	\$49.48	1T	5D	8P
MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD	\$50.39	1T	5D	8P
OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR	\$47.12	1T	5D	8P
PAVEMENT BREAKER	\$47.12	1T	5D	8P
PILEDRIIVER (OTHER THAN CRANE MOUNT)	\$49.90	1T	5D	8P
PLANT OILER (ASPHALT, CRUSHER)	\$49.48	1T	5D	8P
POSTHOLE DIGGER, MECHANICAL	\$47.12	1T	5D	8P
POWER PLANT	\$47.12	1T	5D	8P
PUMPS, WATER	\$47.12	1T	5D	8P
QUICK TOWER-NO CAB, UNDER 100 FEET IN HEIGHT BASED TO BOOM	\$47.12	1T	5D	8P
REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP	\$50.39	1T	5D	8P
RIGGER AND BELLMAN	\$47.12	1T	5D	8P
ROLLAGON	\$50.39	1T	5D	8P
ROLLER, OTHER THAN PLANT ROAD MIX	\$47.12	1T	5D	8P
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	\$49.48	1T	5D	8P
ROTO-MILL, ROTO-GRINDER	\$49.90	1T	5D	8P
SAWS, CONCRETE	\$49.48	1T	5D	8P
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	\$50.39	1T	5D	8P
SCRAPERS, CONCRETE AND CARRY ALL	\$49.48	1T	5D	8P
SCRAPER-SELF PROPELLED, HARD-TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YARDS)	\$49.90	1T	5D	8P
SHOTCRETE GUNITE	\$47.12	1T	5D	8P
SLIPFORM PAVERS	\$50.39	1T	5D	8P
SPREADER, TOPSIDER & SCREEDMAN	\$50.39	1T	5D	8P
SUBGRADE TRIMMER	\$49.90	1T	5D	8P
TOWER BUCKET ELEVATORS	\$49.48	1T	5D	8P
TRACTORS, (75 HP & UNDER)	\$49.48	1T	5D	8P
TRACTORS, (OVER 75 HP)	\$49.90	1T	5D	8P
TRANSFER MATERIAL SERVICE MACHINE	\$49.90	1T	5D	8P
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	\$50.39	1T	5D	8P
TRENCHING MACHINES	\$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (UNDER 100 TON)	\$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	\$49.90	1T	5D	8P
TRUCK MOUNT PORTABLE CONVEYER	\$49.90	1T	5D	8P
WELDER	\$50.39	1T	5D	8P
WHEEL TRACTORS, FARMALL TYPE	\$47.12	1T	5D	8P
YO YO PAY DOZER	\$49.90	1T	5D	8P
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$40.79	4A	5A	
SPRAY PERSON	\$38.73	4A	5A	
TREE EQUIPMENT OPERATOR	\$39.25	4A	5A	
TREE TRIMMER	\$36.50	4A	5A	

Figure 1. The location of the study area in the north of the Persian Gulf.

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KING COUNTY
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(See Benefit Code Key)				
<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
MACHINIST	\$33.28	1B	6X	
OPERATOR	\$35.61	1B	6X	
PAINTER	\$33.21	1B	6X	
PIPEFITTER	\$33.18	1B	6X	
RIGGER	\$33.17	1B	6X	
SANDBLASTER	\$32.16	1B	6X	
SHEET METAL	\$33.19	1B	6X	
SHIPFITTER	\$33.17	1B	6X	
TRUCKER	\$33.04	1B	6X	
WAREHOUSE	\$33.09	1B	6X	
WELDER/BURNER	\$33.17	1B	6X	
SIGN MAKERS & INSTALLERS (ELECTRICAL)				
SIGN INSTALLER	\$22.92	1		
SIGN MAKER	\$21.36	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
SIGN INSTALLER	\$27.28	1		
SIGN MAKER	\$33.25	1		
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$39.19	2X	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$12.44	1	5S	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$64.29	1X	5C	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
STONE MASONS				
JOURNEY LEVEL	\$46.35	1M	5A	
STREET AND PARKING LOT SWEEPER WORKERS				
JOURNEY LEVEL	\$19.09	1		
SURVEYORS				
ASSISTANT CONSTRUCTION SITE SURVEYOR	\$49.48	1T	5D	8P
CHAIN PERSON	\$48.96	1T	5D	8P
CONSTRUCTION SITE SURVEYOR	\$50.39	1T	5D	8P
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$22.76	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$32.27	2B	5A	
HOLE DIGGER/GROUND PERSON	\$18.10	2B	5A	
INSTALLER (REPAIRER)	\$30.94	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$30.02	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$32.27	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$31.62	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$32.27	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$30.02	2B	5A	
TELEVISION GROUND PERSON	\$17.18	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$22.73	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$27.09	2B	5A	
TELEVISION TECHNICIAN	\$24.35	2B	5A	
TREE TRIMMER	\$30.02	2B	5A	
TERRAZZO WORKERS				
JOURNEY LEVEL	\$45.26	1M	5A	

KING COUNTY
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(See Benefit Code Key)				
Classification	PREVAILING WAGE	Over Time Code	Holiday Code	Note Code
TILE SETTERS				
JOURNEY LEVEL	\$21.65	1		
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$39.09	1B	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$38.90	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX (TO 16 YARDS)	\$45.63	1T	5D	8L
ASPHALT MIX (OVER 16 YARDS)	\$46.47	1T	5D	8L
DUMP TRUCK	\$45.63	1T	5D	8L
DUMP TRUCK & TRAILER	\$46.47	1T	5D	8L
OTHER TRUCKS	\$46.47	1T	5D	8L
TRANSIT MIXER	\$23.45	1		
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$17.71	1		
OILER	\$12.97	1		
WELL DRILLER	\$18.00	1		

BENEFIT CODE KEY - EFFECTIVE 03-03-2010

OVERTIME CODES

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
 - G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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1.
 - Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
 - S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS AND ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
 - T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.
 - U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
 - V. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS DUE TO CONDITIONS BEYOND THE CONTROL OF THE EMPLOYER) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - X. THE FIRST FOUR (4) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TWELVE (12) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TWELVE (12) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. WHEN HOLIDAY FALLS ON SATURDAY OR SUNDAY, THE DAY BEFORE SATURDAY, FRIDAY, AND THE DAY AFTER SUNDAY, MONDAY, SHALL BE CONSIDERED THE HOLIDAY AND ALL WORK PERFORMED SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - Y. ALL HOURS WORKED OUTSIDE THE HOURS OF 5:00 AM AND 5:00 PM (OR SUCH OTHER HOURS AS MAY BE AGREED UPON BY ANY EMPLOYER AND THE EMPLOYEE) AND ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY (10 HOURS PER DAY FOR A 4 X 10 WORKWEEK) AND ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. (EXCEPT FOR EMPLOYEES WHO ARE ABSENT FROM WORK WITHOUT PRIOR APPROVAL ON A SCHEDULED WORKDAY DURING THE WORKWEEK SHALL BE PAID AT THE STRAIGHT-TIME RATE UNTIL THEY HAVE WORKED 8 HOURS IN A DAY (10 IN A 4 X 10 WORKWEEK) OR 40 HOURS DURING THAT WORKWEEK.) ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - Z. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID THE STRAIGHT TIME RATE OF PAY IN ADDITION TO HOLIDAY PAY.
2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. THE FIRST SIX (6) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF SIX (6) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
 - B. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - C. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

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- D. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT STRAIGHT TIME IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- E. ALL HOURS WORKED ON SATURDAYS OR HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS OR ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- F. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- G. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.
- H. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- 2. I. ALL HOURS WORKED ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- J. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, INCLUDING THE HOLIDAY PAY. ALL HOURS WORKED ON UNPAID HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.
- L. ALL HOURS WORKED ON SATURDAYS (OR ON THE REGULAR DAY OFF DURING A WORKWEEK OTHER THAN MONDAY THROUGH FRIDAY) AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, EXCEPT LABOR DAY WHICH SHALL BE PAID AT DOUBLE THE HOURLY RATE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- M. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- P. THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- Q. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS AND ALL HOURS WORKED OVER SIXTY (60) IN ONE WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- S. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE, EXCEPT THE DAY AFTER THANKSGIVING, THE DAY AFTER CHRISTMAS AND A FLOATING HOLIDAY, WHICH SHALL BE PAID AT THE STRAIGHT TIME RATE IF WORKED, IN ADDITION TO HOLIDAY PAY.
- T. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF PAY, AND THIS RATE SHALL INCLUDE HOLIDAY PAY.
- U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER 12 HOURS IN A DAY, OR ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- V. ALL HOURS WORKED ON SATURDAYS AND ON MAKE-UP DAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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- W. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ON A FOUR-DAY, TEN-HOUR WEEKLY SCHEDULE, EITHER MONDAY THRU THURSDAY OR TUESDAY THRU FRIDAY SCHEDULE, ALL HOURS WORKED AFTER TEN SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON THE FIFTH DAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED ON THE FIFTH, SIXTH, AND SEVENTH DAYS AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- X. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- 4A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

HOLIDAY CODES

5. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).
- C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- E. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- F. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (11).
- G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).
- H. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS (6).
- I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).
- J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).
- K. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).
- L. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- M. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS AND CHRISTMAS DAY (9).
- N. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).
- P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9). IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS A HOLIDAY.

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- Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).
- R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).
- 5. S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).
- U. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.
- W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.
- X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).
- Y. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- 6. A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- B. PAID HOLIDAYS: NEW YEAR'S EVE DAY, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE'S DAY, AND CHRISTMAS DAY (9).
- C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).
- D. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY BEFORE OR THE DAY AFTER CHRISTMAS DAY (9).
- E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).
- F. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (11).
- G. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND CHRISTMAS EVE DAY (11).
- H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).
- I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- J. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (9).
- L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (8)
- Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY, PRESIDENTS' DAY.

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- T. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).
- U. HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY (9).
- V. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY, AND ONE DAY OF THE EMPLOYEE'S CHOICE (9).
- W. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY (10).
- X. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).
- Y. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A FLOATING HOLIDAY (9).
- Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). IF A HOLIDAY FALLS ON SATURDAY, THE PRECEDING FRIDAY SHALL BE CONSIDERED AS THE HOLIDAY. IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS THE HOLIDAY.

NOTE CODES

- 8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
 - OVER 50' TO 100' - \$2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
 - OVER 100' TO 150' - \$3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
 - OVER 150' TO 220' - \$4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
 - OVER 220' - \$5.00 PER FOOT FOR EACH FOOT OVER 220 FEET
- C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
 - OVER 50' TO 100' - \$1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
 - OVER 100' TO 150' - \$1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
 - OVER 150' TO 200' - \$2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
 - OVER 200' - DIVERS MAY NAME THEIR OWN PRICE
- D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL \$1.00 PER HOUR.
- L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$0.75, LEVEL B: \$0.50, AND LEVEL C: \$0.25.
- M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: \$1.00, LEVELS C & D: \$0.50.
- N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$1.00, LEVEL B: \$0.75, LEVEL C: \$0.50, AND LEVEL D: \$0.25
- P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: \$2.00, CLASS B SUIT: \$1.50, CLASS C SUIT: \$1.00, AND CLASS D SUIT \$0.50.

SAMPLE

SMALL PUBLIC WORK CONTRACT



City of Bellevue
Finance - Contracting Services
425-452-7876

City of Bellevue Contract Identification Information:

Contract Title: Cougar Mountain #3 Perimeter Fence

This CONTRACT is entered into the date last below written between the **City of Bellevue, Washington** ("CITY") and - ("**CONTRACTOR**").

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in Attachment "A" (Attachment "A" may include Contractor's Proposal, Scope of Work, Plans, Specifications and any other related Contract documents) which is attached hereto and by this reference is incorporated herein.

2. NOTICE TO PROCEED/TIME OF COMPLETION

- A. No work is to be performed prior to a written Notice to Proceed by the City.
- B. All work under this contract is to be completed:

- ☐ _____ days from the Notice to Proceed.
- ☐ By this date: _____

3. PAYMENT

- A. The City shall pay the Contractor for the work performed under this contract as follows:

- ☐ Time and material; Not to exceed _____.
- ☐ Lump Sum Price set forth in the Contractor's Proposal; Not to exceed: _____.
- ☐ Unit prices set forth in the Contractor's Proposal; Not to exceed _____.

The Contractor shall do all work and furnish all tools, materials, and equipment, in accordance with and as described in the Attachment "A" and the Standard Specifications for Road, Bridge, Municipal Construction or the Utilities Engineering Standards, which are by this reference incorporated herein and made a part hereof.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof; except as are mentioned in the specifications to be furnished by the City of Bellevue.

- B. The Contractor shall maintain time and expense records, which may be requested by the City. The Contractor shall submit invoices to the City for payment for work performed. All invoices must reference the City's contract/purchase order number (listed above). Invoices shall be in a format acceptable to the City.
- C. The City shall pay all invoices from the Contractor by mailing a City warrant within 30 days of receipt of a properly completed invoice.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon

request.

- E. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the work to comply with the requirements of this Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract documents.

4. RESPONSIBILITY OF CONTRACTOR

- A. **Safety.** The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
- C. **Warranty.** The Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work and the Contractor shall defend any such claims at its own expense. Where materials or procedures are not specified in the Contract document, the City will rely on the professional judgment of the Contractor to make appropriate selections.
- D. **Nondiscrimination/Affirmative Action.** The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
- E. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided for or rendered herein, shall not be the obligation of the City.

5. COMPLIANCE WITH LAWS

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of Attachment "D", attached hereto and incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall comply with all federal, state, local laws, regulations and City of Bellevue Building Codes applicable to the work to be done under this Contract.
- C. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. TERMINATION OF CONTRACT

- A. This Contract shall terminate upon satisfactory completion of the work described in Attachment "A" and final payment by the City.
- B. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon the occurrence of any one or more of the events hereafter specified:
 - 1. The Contractor makes a general assignment for the benefit of its creditors.
 - 2. A receiver is appointed as a result of the insolvency of the Contractor.
 - 3. The Contractor persistently or repeatedly refuses or fails to complete the work required herein.
 - 4. Contractor fails to make prompt payment to subcontractors for material or labor.
 - 5. Contractor persistently disregards federal, state or local regulations and ordinances.
 - 6. Contractor persistently disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.
 - 7. The City determines that sufficient funds are not available to fund completion of the work contracted for.
- C. In the event this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

- A. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.
- B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

8. CLAIMS

Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The Director of the Department, or his/her designee, shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the Contractor obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

11. INSURANCE

The Contractor shall maintain insurance as set forth in Attachment "B".

12. PREVAILING WAGE

This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment "C" to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries.

It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor shall be responsible for all filing fees.

Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor shall submit an "Affidavit of Wages Paid".

13. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City.

14. GENERAL PROVISIONS

- A. **Governing Law; Forum.** The Agreement will be governed by the laws of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **No Assignment.** Neither the Agreement nor any of the rights or obligations of the Contractor arising under the Agreement may be assigned, without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or log of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- F. **Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below.
- G. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

15. LOW RESPONSIBLE BIDDER

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which must be in effect at the time of bid submittal;
2. Provide a current Washington Unified Business Identifier (UBI) number;
3. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
4. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
5. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
6. Provide a signed certification that the bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

16. SUBCONTRACTOR RESPONSIBILITY

- A. At the time of the execution of any subcontract, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria by requiring each subcontractor to:
 1. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which must be in effect at the time of bid submittal;

2. Provide a current Washington Unified Business Identifier (UBI) number;
 3. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
 4. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
 5. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
 6. Provide an electrical contractor license, if required by Chapter 19.28 RCW;
 7. Provide an elevator contractor license, if required by Chapter 70.87 RCW; and
 8. Provide a signed certification that the subcontractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

17. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

Contractor:

By: _____
 Printed Name: _____
 Title: _____
 Date: _____
 UBI #: _____
 Tax ID #: _____
 Phone #: _____

City of Bellevue:

By: _____
 Printed Name: _____
 Title: _____
 Date: _____
 Approved as to form
 By: _____